# Exhibit 11



Search

Go



STATIONS DIGITAL OUTDOOR INVESTORS OUR TEAM ADVERTISING

## **TERMS OF USE**

- I. MOBILE DEVICES
- II. CHANGES TO THIS AGREEMENT
- III. PRIVACY AND PROTECTION OF PERSONAL INFORMATION
- IV. ACCOUNTS, SECURITY
- V. USER CODE OF CONDUCT
- VI. FEES
- VII. DISCLAIMER OF WARRANTIES
- VIII. EXCEPTIONS
- IX. LIMITATIONS ON LIABILITY
- X. INDEMNIFICATION
- XI. MODIFICATION/TERMINATION BY CLEAR CHANNEL
- XII. LINKS
- XIII. SOFTWARE AND DOWNLOADS AVAILABLE THROUGH THIS SITE
- XIV. INTERNATIONAL USE/U.S. EXPORT CONTROLS
- **XV. THIRD-PARTY MERCHANTS**
- XVI. ADVERTISEMENTS, SPONSORSHIPS, CO-PROMOTIONS AND OTHER PARTNERSHIPS
- XVII. EVENTS
- XVIII. INTERACTIVE SERVICES AND USER MATERIALS
- XIX. SUBSCRIPTION SERVICES
- XX. PREMIUM SERVICES
- XXI. CONTESTS/SWEEPSTAKES
- XXII. GENERAL
- XXIII. COPYRIGHT AND TRADEMARK NOTICE

This site or application is owned or managed by Clear Channel Communications, Inc. ("Clear Channel") and is part of the Clear Channel family of companies, which includes other quality entertainment brands such as broadcast and Internet radio stations, Clear Channel Outdoor, Clear Channel Radio, and the Premiere Radio Networks, each of which operates or manages one or more websites or applications (each a "Clear Channel Site," and collectively the "Clear Channel Sites").

Clear Channel provides this Clear Channel Site and related services for your personal non-commercial use only and subject to your compliance with this Terms of Use Agreement (the "Agreement"). Please read this Agreement carefully before using this Clear Channel Sites. Your use of this Clear Channel Sites constitutes your acceptance to be bound by this Agreement without limitation, qualification or change. If at any time you do not accept all the terms and conditions of this Agreement, you must immediately discontinue use of this Clear Channel Site. This Agreement sets forth Clear Channel's policies with respect to its operation of the Clear Channel Sites. Other policies govern Clear Channel's non-Internet operations.

Certain products or services offered by this and/or other Clear Channel Sites (each a "Clear Channel Internet Service," and collectively "Clear Channel Internet Services"), and certain areas within this and/or other Clear Channel Sites may be governed by additional terms ("Additional Terms") presented in conjunction with those products or services. You must agree to those Additional Terms before using those areas or Clear Channel Internet Services. The Additional Terms and this Agreement, taken together, shall apply to your use of those areas or Clear Channel Internet Services. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

YOU MAY NOT USE ANY CLEAR CHANNEL SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO ANY CLEAR CHANNEL SITE MAY BE TERMINATED IMMEDIATELY IN CLEAR CHANNEL'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

By using this Clear Channel Site, you are representing and warranting that: (a) you are a legal resident of the United States; (b) you are at or above the legal age of majority in your jurisdiction of residence; (c) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access this Clear Channel Site (collectively, "Device"); and (d) you will access and use this Clear Channel Site in accordance with this Agreement. Some parts of this Clear Channel Site may contain adult

# 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 12se Filed 03/03/14 Page 3 of 9 PageID #:

content intended for people who are at or above the legal age of majority in their jurisdiction of residence. By viewing this adult content, you are representing that you are at or above such legal age of majority and that the content is acceptable to you. Filtering software is commercially available which can be used to exclude content that is not acceptable to you. This software may prevent the display of all or portions of the Clear Channel Site content.

#### Mobile devices

If permitted or available through the applicable Clear Channel Internet Service, to (a) upload content to this Clear Channel Site via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse this Clear Channel Site from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which Clear Channel makes the Clear Channel Internet Service available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the Clear Channel Internet Service, including, but not limited to, if this Clear Channel Site contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Clear Channel Internet Service and to use any part of that Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with Clear Channel's or this Clear Channel Site's operations or the Clear Channel Internet Service. Any equipment or software causing interference will be immediately disconnected from the Clear Channel Internet Service and Clear Channel will have the right to immediately terminate this Agreement. If any upgrade in or to the Clear Channel Internet Service requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Clear Channel Internet Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with any applicable laws in your use of the Clear Channel Internet Service.

#### Changes to This Agreement

Clear Channel reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. Clear Channel will provide notice of such change on this Clear Channel Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this Clear Channel Site and/or Clear Channel Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this Clear Channel Site and/or the Clear Channel Internet Service to which the changes may apply.

#### Privacy and Protection of Personal Information

Clear Channel has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy Statement, which is incorporated into this Agreement, by clicking here, and by using this Clear Channel Site you agree to the terms of the Privacy Statement.

#### Accounts, Security, Passwords

If a particular Clear Channel Site or Clear Channel Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Clear Channel immediately of any unauthorized use of your account. Clear Channel is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the Additional Terms governing the particular Clear Channel Internet Service.

#### User Code of Conduct

In accessing and using this Clear Channel Site and/or the Clear Channel Internet Services, you agree that you will not: Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).

Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this Clear Channel Site, or any postings which advocate illegal activity.

Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.

Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.

Deliver, or provide links to, any postings containing defamatory, false or libelous material.

Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.

Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.

Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a

# 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 12se Filed 03/03/14 Page 4 of 9 PageID #:

false identity if the purpose of doing so is to misteau, deceive, or defraud another.

Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.

Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.

Use this Clear Channel service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Clear Channel Site or other users' Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.

Attempt to gain unauthorized access to this Clear Channel Site, any related website, other accounts, computer system, or networks connected to this Clear Channel Site, through hacking, password mining, or any other means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Clear Channel Site, including harvesting or otherwise collecting information about others such as email addresses.

#### Fees

Except where otherwise provided, access to and use of this Clear Channel Site and the Clear Channel Internet Services offered through it are currently available without charge. Clear Channel reserves the right to charge a fee for access to or use of this Clear Channel Site, or any Clear Channel Internet Service available on this Clear Channel Site at any time in the future. Your access to or use of this Clear Channel Site before such time does not entitle you to use of this Clear Channel Site without charge in the future.

#### **Disclaimer of Warranties**

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS CLEAR CHANNEL SITE AND/OR CLEAR CHANNEL INTERACTIVE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS CLEAR CHANNEL SITE OR CLEAR CHANNEL INTERACTIVE SERVICE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. CLEAR CHANNEL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS CLEAR CHANNEL SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS CLEAR CHANNEL SITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. CLEAR CHANNEL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. CLEAR CHANNEL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS CLEAR CHANNEL SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS CLEAR CHANNEL SITE AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. CLEAR CHANNEL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS CLEAR CHANNEL SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

CLEAR CHANNEL IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR CLEAR CHANNEL INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

#### Exceptions

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, CLEAR CHANNEL'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### <u>Limitations on Liability</u>

In no event shall Clear Channel, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available this Clear Channel Site and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of this Clear Channel Site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on this Clear Channel Site or any information, software, products, services, and related graphics obtained through this Clear Channel Site; (vii) any transactions entered into through this Clear Channel Site; (vii) any property damage including damage to your Device or computer system caused by viruses or other harmful components, during or on account of access to or use of this Clear Channel Site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of this Clear Channel Site and Clear Channel Internet Services. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if Clear Channel has been advised of the possibility of damages.

#### **Indemnification**

You agree to indemnify and hold harmless Clear Channel, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this Clear Channel Site and any related Clear Channel Internet Service and/or software. You agree to cooperate fully with Clear Channel in asserting any available defenses in connection

## 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 12se Filed 03/03/14 Page 5 of 9 PageID #:

with a claim subject to indemnification by you under this Agreement.

#### Modification/Termination by Clear Channel

Clear Channel reserves the right, in its sole discretion, to modify, suspend, or terminate this Clear Channel Site and/or any portion thereof, including any Clear Channel Internet Service, and/or your account, password, or use of any Clear Channel Internet Service, or any portion thereof, at any time for any reason with or without notice to you.

Termination of your account for a Clear Channel Internet Service removes your authorization to use the Clear Channel Internet Service. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, Clear Channel shall not be liable to you or any third party for any termination of your access to a Clear Channel Internet Service.

#### Links

This Clear Channel Site may contain links to websites, applications or other services operated by third parties [the "Linked Sites"]. Clear Channel does not monitor or control the Linked Sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at the Linked Sites. If you choose to access any third-party site (including any Linked Site), you do so at your own risk, and your use of that site is subject to its own terms of use and privacy policy, which you should review. The presence of a link to a third-party site does not constitute or imply Clear Channel's endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

#### Software and Downloads Available Through This Site

Any software that is made available to access, use, view and/or download in connection with a Clear Channel Site or Clear Channel Internet Service ("Software"), including applications, podcasts, audio streaming, or video streaming, is owned or controlled by Clear Channel and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is limited to private, non-commercial use and is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software. Clear Channel accepts no responsibility or liability in connection with any Software owned or controlled by third parties.

#### International Use/U.S. Export Controls

Accessing materials on this Clear Channel Site by certain persons in certain countries may not be lawful, and Clear Channel makes no representation that materials on this Clear Channel Site are appropriate or available for use in locations outside the United States. If you choose to access this Clear Channel Site from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

The United States controls the export of any software downloadable from this Clear Channel Site. No software or any other materials associated with this Clear Channel Site may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from a Clear Channel Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

#### Third-Party Merchants

This Clear Channel Site may enable you to order and receive products, information and services from businesses that are not owned or operated by Clear Channel. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. Clear Channel does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. Clear Channel will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the Clear Channel Internet Service.

#### Advertisements, Sponsorships, Co-Promotions and Other Partnerships

Clear Channel may display advertisements for the goods and services of a third party on the Clear Channel Sites, including in connection with co-promotions, sponsorships and other similar partnership arrangements. Clear Channel does not endorse or represent and is not responsible for the safety, quality, accuracy, reliability, integrity or legality of any such goods or services advertised, promoted or displayed on this Clear Channel Site.

#### Events

You may be invited or asked to attend Clear Channel-sponsored events or events held by other members and users of this Clear Channel Site which are not in any way associated with Clear Channel at various locations throughout the United States (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold Clear Channel, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events. You also agree that we may film and record any of the Events sponsored by Clear Channel in which you or your minor children or wards participate and you hereby agree that such films and recordings shall be owned by Clear Channel and we may use your or your minor children or wards' name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world in perpetuity without notice,

## 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 125e Filed 03/03/14 Page 6 of 9 PageID #:

approval or compensation to you or any third party.  $\frac{15588}{1000}$ 

#### Interactive Services and User Materials

This Clear Channel Site may offer certain Clear Channel Internet Services having interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively, "Clear Channel Interactive Services"). Additional Terms may cover Clear Channel Internet Services, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available Clear Channel Internet Services may change from time to time in Clear Channel's sole discretion. You may participate in the Clear Channel Interactive Service by completing the registration form where one is provided.

#### User Materials

Clear Channel does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to a Clear Channel Site by you or other users (collectively, "User Materials"). Clear Channel is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, Clear Channel reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User Materials, in whole or in part, with or without notice. Clear Channel is not responsible or liable for damages of any kind arising from any User Materials even when Clear Channel is advised of the possibility of such damages, or from Clear Channel's alteration or deletion of any User Materials.

You are solely responsible and liable for all User Materials delivered to this Clear Channel Site using your account. Any violation of these provisions can subject your Clear Channel account to immediate termination and, possibly, further legal action. You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by Clear Channel will not infringe or violate the rights of any third party in any manner.

By submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material in connection with this Clear Channel Site and/or a Clear Channel Interactive Service, whether solicited or unsolicited, you are granting Clear Channel and its designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce, publish, transmit, perform, display, sublicense, create derivative works from and otherwise use such User Material for any purpose, including, without limitation, advertising and promotional purposes, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may submit. Clear Channel also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials. Please note that any User Material you submit is and will be treated as non-confidential and non-proprietary as to you, unless specifically stated otherwise in our Privacy Statement.

The information and opinions expressed in User Materials appearing on this Clear Channel Site are not necessarily those of Clear Channel or its content providers, advertisers, sponsors, affiliated or related entities, and Clear Channel makes no representations or warranties regarding that information or those opinions, and expressly disclaims any responsibility for User Materials. Clear Channel does not represent or guarantee the truthfulness, accuracy, or reliability of any User Materials or determine whether the User Materials violate the rights of others, and Clear Channel has no control over whether such User Materials are of a nature that you or other users might find offensive, distasteful or otherwise unacceptable. You acknowledge that any reliance on any User Materials submitted by other users will be at your own risk, including any reliance on the accuracy, completeness or usefulness of such User Materials. You acknowledge that this Clear Channel Site is "public," and in addition to the license granted to Clear Channel, other users will have access to your User Materials and might copy, modify or distribute them.

If you are aware of any User Material on this Clear Channel Site which violates these Terms, please contact us at support@iheartradio.com. Please provide as much detail as possible, including a copy of the underlying material, the location where Clear Channel may find it, and the reason such User Material should be removed. Please note that filing a complaint will not guarantee its removal, Clear Channel will only remove User Materials if Clear Channel believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow in the instructions set forth in the section entitled "Copyright Infringement."

Other than those we specifically request, we do not accept or consider unsolicited creative materials, ideas or suggestions either via this Clear Channel Site, email or other means. This is to avoid any misunderstandings if your ideas are similar to those we have developed or obtained independently. However, if you do still transmit to us, via this Clear Channel Site, email or otherwise, any unsolicited communication or material, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limitation thereof, you agree that Clear Channel, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

#### Referral Programs and "Forward to a Friend" Opportunities

The Clear Channel Site may offer referral programs that permit you to submit information about other persons (each, a "Referred Person"), including, without limitation, U.S.-based email addresses, mobile telephone numbers, names, street addresses and other contact information so they may receive information and/or promotional offers concerning the Clear Channel Internet Service. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the Clear Channel Internet Service, or otherwise use the Clear Channel Internet Service. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the Clear Channel Internet Service. We will not be responsible for validating the contact information you

# 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 12se Filed 03/03/14 Page 7 of 9 PageID #:

provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our "do not contact" or "do not e-mail" lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this Clear Channel Site, any Clear Channel Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the Clear Channel Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the Clear Channel Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the Clear Channel Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the Clear Channel Internet Service to communicate to a Referred Person (or any third party), you agree not to use such Clear Channel Internet Service to harm the Referred Person or any other third party, and/or use such Clear Channel Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

#### Voting/Rating Features

For any voting/rating features that are available on this Clear Channel Site, you must follow instructions on this Clear Channel Site to submit your votes/ratings, including any restrictions set forth with respect to limitations on voting/rating. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. Clear Channel assumes no responsibility for incorrect/inaccurate voting/rating information or for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. We reserve the right, in our sole discretion, to disqualify any individual it finds to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to all aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be given the opportunity to participate in voting/rating features in a third party application or feature (such as one of our social media partners like Facebook or Twitter), in which case your participation in such features will be subject to the terms and conditions governing that third party application or feature.

#### Subscription Services

This Clear Channel Site may offer certain Clear Channel Subscription Services such as newsletters and Real Simple Syndication ("RSS") feeds (collectively "Clear Channel Subscription Services"). By registering for a Clear Channel Subscription Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

#### Premium Services

Some Clear Channel Internet Services on this Clear Channel Site, including certain Clear Channel Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (each, a "Clear Channel Premium Service"). By using the Clear Channel Premium Service, you will be subject to any charges and rules set forth in the Additional Terms for that service, in addition to the general terms provided below. You may register for by completing the applicable registration form.

#### Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

#### Charges for Premium Service

Clear Channel will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

#### Limited to Personal and Non-Commercial Use

Any premium service is for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products obtained from this premium service without our prior written consent. You may inquire about obtaining written permission from us to

### 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 of 03/03/14 Page 8 of 9 PageID #:

display or reproduce material from this Clear Channel Site by writing:

IP Permission
Legal Department
Clear Channel Communications, Inc.
200 East Basse Road
San Antonio, TX 78209
By Facsimile: [210] 832-3149
By Email: IPPermission@clearchannel.com

#### Cancellation

You may cancel your membership in this premium service at any time by contacting us using the contact information provided on this premium service. In the event that you have paid a fee to register on this Clear Channel Site and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable Clear Channel Site until the end of your membership period.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rate portion of your membership fee on a 52-week pro-rated basis to you within ninety [90] days of the termination of your access to this service.

#### Service Contact

You may email your requests for customer service through the contact information provided on the home page of the applicable premium service.

#### Contests/Sweepstakes

Any sweepstakes, contests, games and/or promotional offers accessible on this Clear Channel Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this Clear Channel Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this Clear Channel Site (such as those of social media partners like Facebook and Twitter), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this Clear Channel Site, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

#### General

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this Clear Channel Site and/or the Privacy Statement, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the courts of the State of New York for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and Clear Channel with respect to the use of this Clear Channel Site and shall not be modified except in writing, signed by an authorized representative of Clear Channel.

If you have any questions concerning this Agreement, you may send them by email to support@iheartradio.com. You must send any official correspondence via postal mail to:

Legal Department ATTN: Clear Channel Sites Terms of Use Clear Channel Communications, Inc. 200 E. Basse Road San Antonio, Texas 78209

#### COPYRIGHT & TRADEMARK NOTICE

#### Use of Intellectual Property

The Clear Channel Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, Clear Channel logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by Clear Channel or by other parties that have provided rights thereto to Clear Channel.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any

# 3/3/2014 Case 6:12-cv-00499-RWS-CMC Document 1208 12se Filed 03/03/14 Page 9 of 9 PageID #:

Intellectual Property, information, software or products obtained from or through this Clear Channel Site, in whole or in part, without the express written permission of Clear Channel.

Other trademarks, service marks, product names and company names or logos appearing on this Clear Channel Site that are not owned by Clear Channel may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this Clear Channel Site, or frame this Clear Channel Site, or any web page or material herein, nor may any entity include a link to any aspect of this Clear Channel Site in an email for commercial purposes, without the express written permission of Clear Channel. Further, unless otherwise expressly permitted, you agree not to link to Clear Channel's Intellectual Property so as to cause you or anyone else to access Clear Channel's Intellectual Property other than through this Clear Channel Site.

You may inquire about obtaining permission by writing:

IP Permission Legal Department Clear Channel Communications, Inc. 200 East Basse Road San Antonio, TX 78209

By Email: IPPermission@clearchannel.com

#### Copyright Infringement

By Facsimile: [210] 832-3149

Clear Channel respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this Clear Channel Site, you are granting permission to have this material posted on this Clear Channel Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. Clear Channel reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights Clear Channel may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

#### Procedure for Making Claim of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

DMCA Designated Agent c/o Legal Department Clear Channel Communications, Inc. 200 East Basse Road San Antonio, TX 78209 By Facsimile: [210] 832-3149 By Email: dmca@clearchannel.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Clear Channel to locate the material.
(iv) Information reasonably sufficient to permit Clear Channel to contact the complaining party, such as an address, telephone number, and, if available, an email address.

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement was last modified on November 9, 2011.

Press | Diversity | Other Businesses | Terms of Use | Privacy Statement | Site Map

CONNECT I LIKEUS FOLLOWUS

© Copyright 2013 Clear Channel Communications, Inc.